

A RESOLUTION BY

CITY UTILITIES COMMITTEE

05-2-0620

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AMENDMENT AGREEMENT NO. 1 TO PROVIDE ADDITIONAL CONSTRUCTION SERVICES WITH HDR ENGINEERING, INC., FOR FC-7535-02C, ENGINEERING DESIGN SERVICES FOR GREENSFERRY BASIN SEWER SEPARATION, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED NINETY THOUSAND DOLLARS (\$1,190,000.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 2J28 524001 Q38I02649999 (2004 WATER & WASTEWATER BOND FUND CONSULTANT/PROF. SERVICES GREENSFERRY SEWER SEPARATION) (\$1,190,000.00).

WHEREAS, the City of Atlanta (the "City") did enter into an agreement with HDR Engineering, Inc. for FC-7535-02C, Engineering Design Services for Greensfeery Basin Sewer Separation on behalf of the Department of Watershed Management in an amount not to exceed Three Million Five Hundred Nineteen Thousand Two Hundred and Twenty Dollars (\$3,519,220.00); and

WHEREAS, the term of this agreement will expire on November 24, 2008; and

WHEREAS, the Commissioner of the Department of Watershed Management desires additional construction services for the Greensfeery Basin Sewer Separation in an amount to exceed One Million One Hundred Ninety Thousand Dollars (\$1,190,000.00); and

WHEREAS, the Commissioner of the Department of Watershed Management desires to amend the Agreement for Engineering Design Services for Greensfeery Basin Sewer Separation to include construction management services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and is hereby authorized to approve Amendment Agreement No. 1 with HDR Engineering, Inc., for FC-7535-02C, Engineering Design Services for Greensfeery Basin Sewer Separation, in an amount not to exceed One Million One Hundred Ninety Thousand Dollars (\$1,190,000.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer be and is hereby directed to prepare an appropriate Amendment Agreement No. 1 for execution by the Mayor to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that this Amendment Agreement No. 1 shall not become binding on the City, and the City shall incur no liability upon same until such contract has been executed by the Mayor and delivered to the contracting party.

BE IT FINALLY RESOLVED, that all services for said contracted work shall be charged to and paid from fund account and center number: **2J28 524001 Q38I02649999 (2004 WATER & WASTEWATER BOND FUND CONSULTANT/PROF. SERVICES GREENSFERRY SEWER SEPARATION) (\$1,190,000.00).**

3/16/05 DOP (ads)

LEGISLATIVE SUMMARY

TO: CITY UTILITIES COMMITTEE

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR DESIGNEE TO ENTER INTO AMENDMENT AGREEMENT NO. 1 TO PROVIDE ADDITIONAL CONSTRUCTION SERVICES WITH HDR ENGINEERING, INC., FOR FC-7535-02C, ENGINEERING DESIGN SERVICES FOR GREENSFERRY BASIN SEWER SEPARATION, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED NINETY THOUSAND DOLLARS (\$1,190,000.00). ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND ACCOUNT AND CENTER NUMBER: 2J28 524001 Q38I02649999 (2004 WATER & WASTEWATER BOND FUND CONSULTANT/PROF. SERVICES GREENSFERRY SEWER SEPARATION) (\$1,190,000.00).

Requesting Dept.:	Department of Watershed Management
Contract Type:	Design Consultant
Awardees:	Atlanta Sewer Design Team Parsons Brinkerhoff Quade & Douglass, Inc. HDR Engineering, Inc.
Source Selection:	Request for Proposals
Proposals Due:	March 12, 2003
Invitations Mailed:	146
Proposals Received:	11
Proponents:	Atlanta Sewer Design Team B. E /QK4, LLC Camp Dresser & McKee, Inc. Gresham, Smith and Partners HDR Engineering, Inc. Lowe Engineering/Brown and Caldwell/Williams Russell Johnson-JV MACTEC Engineering and Consulting/Harrington, George & Dunn-JV Parsons Brinkerhoff Quade & Douglass, Inc. PBS & J Prime Engineering, Inc. Weston Solutions, Inc.

Background:

Amendment No.1 is to provide additional construction management for the Greensferry Basin Sewer Separation to increase the authorized contract amount from \$3,519,220.00 to \$4,709,220.00

**Evaluation Team
Composition:**

DWM, OCC and Risk Management

Fund Account Center:

2J28 524001 Q38I02649999 (2004 WATER &
WASTEWATER BOND FUND CONSULTANT/PROF.
SERVICES GREENSFERRY SEWER SEPARATION)
(\$1,190,000.00).

Prepared By:

Anthony Stanley, Contracting Officer

Contact Number:

(404) 330-6384

CITY OF ATLANTA
DEPT. OF PROCUREMENT
2005 MAR 18 PM 4:40



CITY OF ATLANTA

SHIRLEY C. FRANKLIN
MAYOR

55 TRINITY AVENUE, SUITE 5400
ATLANTA, GEORGIA 30335-0312
OFFICE (404) 330-6081

DEPARTMENT OF
WATERSHED MANAGEMENT

ROBERT J. HUNTER
COMMISSIONER

To: Adam L. Smith, Chief Procurement Officer
Department of Watershed Management

From: Robert J. Hunter, Commissioner
Department of Watershed Management

Subject: **LEGISLATIVE REQUEST**
FC-7535-02C, Engineering Design Services for Greensferry Basin Sewer Separation

Date: March 11 2005

The City of Atlanta entered into an agreement with the HDR for FC-7535-02C, Engineering Design Services for Greensferry Basin Sewer Separation on November 25, 2003 in the amount of \$3,519,220. Engineering design for the Greensferry Basin Sewer Separation has been completed.

The Greensferry Basin Sewer Separation is a project required by the City of Atlanta's Consent Decree with the Georgia Environmental Protection Division, U. S. Environmental Protection Agency and the Upper Chattahoochee Riverkeeper. Bids are scheduled to be received for the project in May 2005.

The Department of Watershed Management identified the need for assistance from the HDR to include resident engineering, construction inspection and construction management services during construction of Greensferry Basin Sewer Separation in the amount of \$1,190,000 for services required in 2005.

To provide sound financial management, the City is funding FC-7535-02C, Engineering Services for Greensferry Basin Sewer Separation in several phases and on an annual basis.

The Department of Watershed Management requests that the Agreement with the HDR be amended to provide Construction Management services for calendar year 2005 and to increase the authorized contract amount from \$3,519,220 to \$4,709,220.

Funding is available in 2J28 724001 Q38I02649999 to fund the amount of \$1,190,000 for 2005 for the Greensferry Basin Sewer Separation.

Mr. Adam L. Smith

March 11, 2005

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A scope and budget to support the requested amendment of the current agreement is attached.

If you have any questions or need any additional information please let me know.

cc: George D. Barnes
Marcia Hurd-Wade
Dan Walling
Pati McMahon

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FINAL

March 10, 2005

Marcia Hurd-Wade
Construction Management Group
City of Atlanta
750 Selig Drive
Atlanta, GA 30336

RE: City of Atlanta/CSO Sewer Separation
Construction Services Proposal

Dear Marcia:

We are pleased to provide the attached proposal for providing supplemental Construction Management Services to support and supplement the City's staff on the Consent Decree Projects for the 3 Sewer Basins which are all scheduled for construction during the next 2 ½ years. We understand and can assist in meeting the supplemental staffing needs of the City.

Billing Rates

We have revised our rates as requested. Please find attached a copy of our proposed rate schedule and personnel for the project.

Office Services

We have also included a budget of \$100,000 for HDR office engineering staff to respond to RFI's, change orders, or other construction issues and support during the construction period.

We hope that you will find the above comments and clarifications and the attachments satisfactory. Please contact me with any questions or comments that you may have.

Sincerely,

HDR Engineering

Alan Berg, P.E.
Project Manager
Vice President

HDR Engineering, Inc.

301 Perimeter Center North
Suite 400
Atlanta, GA 30346-2402

Phone: (678) 775-4800
Fax: (678) 775-4848
www.hdrinc.com

Construction Management Services

HDR will assist the City and administer this Project/Contract from a centrally located field office. The Contractor is responsible for providing the Management Team field office equipped with adequate furniture, electricity, heat/air conditioning, computers, printers, telephone, cell phones and other equipment and supplies to accommodate the Management Team personnel. *(A detailed breakdown of the equipment required for the field office is included in the Technical Specifications.)*

Upon receipt of the Notice To Proceed, HDR will assist the City to staff the field office with the appropriate personnel as well as assigning other persons in areas identified or required by the City. Concurrently, the Assistant Basin Manager will work with the City Project Manager to determine individual working hours. Following this effort, the Contract Documents and Technical Specifications will be thoroughly reviewed and all inspection requirements of this document itemized. This list of requirements will be reconciled against the Contractor's construction schedules to develop a comprehensive inspection schedule. This will include the date of Contractor's Notice to Proceed, milestone completion dates, meeting dates, pay request receipt and review dates, shop drawing and material submittal dates, duration of reviews, material delivery dates, dates for review or submittal of accounting and contract compliance records, and all other pertinent inspection and administration efforts, all of which will be tied to major portions of construction. This schedule will be created and updated continuously by the Contractor and issued on a monthly basis. Staffing in the field will be supplemented and increased to properly monitor all the construction activities as the Contractor increases production and locations. Additional personnel may be provided or reassigned to fit the City's needs and requirements for construction services in the other active basins.

The introduction of multiple layers of authority reviewing and approving routine proposals and submittals, such as shop drawings and material cut sheets, would be counterproductive. Where possible and as instructed by the City Basin Manager this review will be the responsibility of the Assistant Basin Manager who will conduct the review within the required schedule or call on additional personnel for support. The Management Team office staff has the capability and experience to not only review the construction for conformity with the Contract Documents, but also the background to properly evaluate most other issues which may develop during the project. This will result in faster turnaround times and less involvement of remote offices or consultants. As may be directed by the City or as needed from time to time engineering personnel will be provided to respond to RFI's, Change Orders and other engineering aspects on these projects or may be used to assist the City on other current projects.

Documentation is an essential aspect of any project as large as the Greensferry Basin, Stockade Basin and McDaniel Basin Combined Sewer Separation Projects. Projects of this magnitude have a much greater probability of costly change orders and it is essential that this be understood and proper documentation methods be employed from the start. Dispute resolution is dependent on a systematic record of events, good communication and responsiveness to all issues, big or small. The Resident Engineers, field engineers and each inspector will be required to keep a daily diary providing the date, hours worked, specific

construction activities being performed, the Contractor and Contractor's key personnel present, equipment utilized by the Contractor, deliveries made, specific inspection activities performed, any instructions provided to the Contractor, reinspections to be performed, outside inspectors present, the agency they represent, and the amount of rain recorded during their shift.

Each monthly Progress Payment Estimate Application submitted by the Contractor will have quantities verified either by actual measurement, weight or trip tickets, or other comparable means by the Assistant Basin Manager and management team. Stored materials will be confirmed as to approximate quantity against invoices submitted, ensuring that they are properly safeguarded. Discrepancies between involved amounts and confirmed amounts will be reconciled with the Contractor prior to forwarding the Application for Payment to the City Project Manager for payment.

All quality assurance records provided by the Contractor's material testing lab and certifications from manufactures will be monitored for compliance with the Contract Documents and a copy of each retained in the field office. A field copy of the plans will be utilized by each Inspector, field engineer and the resident engineers to document field changes or deviations. These record drawings will be used as a check of the Contractor's record drawings required in the Contract Documents. Project completion will include a reconciling of all record drawings, issuance of a Certificate of Substantial Completion and confirmation of all final quantities.

Construction activities performed outside of normal working hours will not be inspected and will be left to the Contractor to ensure the work is carried out in strict compliance with the Contract Documents. The City of Atlanta agrees that HDR and its consultants will not be responsible for the work conducted during this period when onsite inspectors are not present or for any liability as a result of the work performed during this period. HDR and its consultants will not be held responsible for job site safety, as this is the Contractor's sole responsibility.

Services Provided

- Evaluate equivalent materials, equipment, etc. and provide written approval/denial
- Review shop drawings and provide written approval/denial
- Instruct the Contractor when errors, inconsistencies or omission in the plans are discovered
- Coordinate inspection activities with the City
- Review Contractor's suppliers and subcontractors lien waivers
- Coordinate between Contractor and adjacent property owners on all roadway detours and closures
- Enforce parking requirements set forth in the specifications
- Review Contractor's connection points for electric and telephone
- Review and direct Contractor's office and storage locations
- Monitor material delivery schedule and determine if consistent with project schedule
- Ensure delivered materials include Contractor's name, purchase order, and identification number
- Review work for compliance with the Contract Documents
- Issue written notices of incomplete or incorrect work
- Visually inspect materials for defects and damage
- Confirm materials used are in conformance with the specifications
- Document the date of a Notice to Proceed and the date work commences
- Evaluate justification for Contractor's request for extensions of time

HDR

- Record rain days during contract period
- Schedule reviews and evaluations
- Review test reports, samples and data on materials
- Review materials lists and cut sheets
- Coordinate with City consultants in review of materials/data
- Coordinate shop drawings with the City when needed/required
- Review record shop drawings
- Review Contractors working drawings
- Keep record drawings documenting As-Built conditions
- Review Contractor's Record Drawings against the Management Team's each month
- Review and approve samples
- Review material sources
- Review material warranties, certifications, instruction sheets
- Review Contractor's daily written reports of work performed
- Request Contractor certification that Contractor has inspected work
- Review Contractor's schedule of values
- Ascertain the value of materials stored
- Evaluate progress relative to retainage held
- Inspect and determine Substantial Completion
- Perform Final Inspection
- Prepare and evaluate Change Orders on behalf of the City
- Evaluate changed conditions encountered in the work
- Evaluate Notice of Claims and provide written recommendations to the City
- Measure items of the work paid for by units of measurement to verify the quantities submitted by the Contractor
- Identify days for which Liquidated Damages are to be assessed
- Document the existing conditions within the work area, including adjacent buildings or structures, landscaping, driveways, sidewalks, etc. through the use of photographs and videotapes
- Review Contractor's documentation of existing conditions
- Review Contractor's plan for the detection of movement of buildings or structures in the work area and periodically check the results of these detection devices
- Monitor the Contractor's treatment of, damage to or relocation of existing utilities
- Review the Contractor's maintenance of traffic plan and monitor its implementation
- Periodically inspect erosion control measures, adjacent roadways for dirt and debris and provide instructions for its removal
- Make recommendations to the Contractor when noise-producing activities should be performed to lessen the impact to the public
- Monitor the Contractor's material testing activities and frequencies and review the results for conformance with the Contract Documents
- Conduct monthly (or more frequently) progress meetings
- If the Contract is terminated the following services will be performed:
 - o Assist in itemizing and preserving materials and records required to complete the work
 - o Monitor those materials and records removed from the site by the Contractor which are not required to complete the work
 - o Inventory materials and equipment on site, ordered, in route, stored offsite or being manufactured
 - o Monitor the transfer of ownership to the Municipality of all work, and materials in progress and evaluate the price of each
 - o Estimate the probable cost due to potential liens or claims

ADR

- Provide an Opinion of the estimated cost of work excluded by a partial termination

Services Not Provided

- Responsibility for safety issues related to this project
- All work as a result of Contractor default or termination
- Issue Stop Work Orders
- Terminate the City – Contractor Contract
- Approve cost adjustments to Contract
- Approve time adjustments to Contract

HDR Construction Services Proposal for Greensferry Basin

I. Engineering Services During Construction (Approx. May 1 - Dec. 3, 2005)				Assumed Start
	A/E Field Hourly Rate	Hours	Cost ¹	
<u>CONSTRUCTION SUPPORT SERVICES</u>				
Assistant Basin Manager Ken Denton	\$111.40	1240 1240	\$138,136.00	1-May
Resident Engineer Byron Chancey ² Dan Guse ² Russ Pennington ² Jimmy Webb ²	\$89.06	4320 1080 1080 1080 1080	\$384,739.20	1-Jun 1-Jun 1-Jun 1-Jun
Field Engineer Ronnie Benson ² Mike Kalvelage ² TBD ² TBD ²	\$62.00	4000 1080 1080 920 920	\$248,000.00	1-Jun 1-Jun 1-Jul 1-Jul
<u>ENGINEERING</u>				
Engineer 5 Mary Middlebrooks ²	\$112.00	1000 1000	\$112,000.00	1-Jun
Engineer 7 Beth Kochur	\$137.01	1145 1145	\$156,876.45	1-May
<u>CADD DRAFTING</u>				
CADD Support Andy Duong ²	\$59.81	840 840	\$50,240.40	1-Jul
<u>ADMINISTRATIVE ASSISTANCE</u>				
Field Clerk Valarie Thomas ²	\$40.00	840 840	\$33,600.00	1-Jul
<u>EXPENSES</u>				
Mileage for Field Engineer (~40 miles per day X Field Engr Hours/ 8 hours per day)	0.405/mile	500 man days	\$8,074.62	
<u>OTHER DIRECTS</u>				
Office Support	\$100,000 per year	0.58	\$58,333	
2005 Subtotal			\$1,190,000.00	

¹ Office space, vehicles, phones, computers and other direct cost items are not included in cost

² Hours reduced in 2005 for ramp up in staffing levels

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Chief Procurement Officer's Signature: _____

Adam L. Smith

Originating Department: Department of Watershed
Management

Contact Person: Anthony Stanley (x 6384)

Committee(s) of Purview: City Utilities Committee

Council Deadline: March 14, 2005

Committee Meeting Dates: March 29, 2005
March 30, 2005

Full Council Date: April 18, 2005

CAPTION

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BACKGROUND

THIS AMENDMENT NO. 1 IS TO PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE CALENDAR YEAR 2005 AND TO INCREASE THE AUTHORIZED CONTRACT AMOUNT FROM \$3,519,220.00 TO \$4,709,220.00.

FINANCIAL IMPACT (if any) (\$1,190,000.00)

Mayor's Staff Only

Received by Mayor's Office: RRR 3/29/05 Reviewed by: RRR
(date) (initials) (date)

Submitted to Council: _____
(date)

Action by Committee: _____ Approved _____ Adversed _____ Held _____ Amended
_____ Substitute _____ Referred _____ Other